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ಬೆಂಗಳೂರು ನೀರು ಸರಬರಾಜು ಮತ್ತು ಒಳಚರಂಡಿ ಮಂಡಳಿ

BANGALORE WATER SUPPLY & SEWERAGE BOARD

O/o Chief Engineer(Central), 6th Floor, Cauvery Bhavan, Bangalore-560009.

No. BWSSB/CE(C)/DCE(WWM-E&W)/TA-1/ 06 /2025-26 Date : 23/12/25

ADDENDUM -1

Sub: Work of Comprehensive Operation and Maintenance of 60 MLD Used Water Treatment Plant Based on ASP and BNR Technology with Power Generation at K&C Valley and 120 MLD Intermediate sewage pumping station (ISPS) at Agaram, and 18 MLD ISPS at Sarakki including 16.4 km Raw Sewage Pumping Main from Sarakki ISPS, Agaram ISPS to K&C Valley and Bellandur STP for 5 years.

Ref: No.BWSSB/CE(WWM-E)/DCE(WWM-E&W)/TA-1/1120/2025-26
Dt: 27-11-2025

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With reference to the above subject, invitation for this tender was invited vide IFT mentioned in reference letter this Addendum indicates the details of response to the pre bid queries.

Chief Engineer(Central)
BWSSB

Encl: Replies Pre bid Queries

Client	BANGALORE WATER SUPPLY AND SEWERAGE BOARD
Project	**Work of Comprehensive Operation and Maintenance of 60 MLD Used Water Treatment Plant Based on ASP and BNR Technology with Power Generation at K&C Valley and 120 MLD Intermediate sewage pumping station (ISPS) at Agaram, and 18 MLD ISPS at Sarakki including 16.4 km Raw Sewage Pumping Main from Sarakki ISPS, Agaram ISPS to K&C Valley and Bellandur STP for 5 years**
Tender Ref No	BWSSB/2025-26/WT/WORK_INDENT2673

SL. No	PART/VOL. / SECTION REFERENCE	PAGE NO	SECTION NO	SUBJECT	QUERY	CLIENT'S REPLY
1	BWSSB - K&C Valley 60MLD - Bid Document	Pg 38 of 134	34 Variations	The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him (a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ); (b) Omit any item of work; (c) Change the character or quality or kind of any item of work; (d) Change the levels, lines, positions and dimensions of any part of the work; (e) Execute additional items of work of any kind necessary for the completion of the works; and (f) Change in any specified sequence, methods or timing of construction of any part of the work.	We request confirmation that any variation/ increase in the quantity of items included in the Bill of Quantities will be reimbursed by the Client at actual cost. Kindly confirm	Tender condition prevails
2	BWSSB - K&C Valley 60MLD - Bid Document	Pg 40 of 134	37 Payments	Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within **60 days** of submission of bill.	We request the Client to release the payment within 30 days from the date of invoice submission. Kindly confirm	Tender condition prevails
3	BWSSB - K&C Valley 60MLD - Bid Document	Pg 41 of 134	39 Tax	According to Commercial Tax Department Notification No.12/2017, all services are subject to a nil rate of GST under the definition of a pure service. The quoted rate should exclude the GST, which will be charged separately as per the prevailing applicable laws.	We would appreciate it if the Client could kindly provide clarification regarding the GST treatment applicable to all components and transactions under the contract. We specifically request confirmation that all billing and payments will be governed by the prevailing provisions of GST, and that compliance will be maintained with any amendments, new laws, regulations, wage notifications, or statutory requirements coming into force from time to time. Understanding this will help ensure smooth and transparent billing and commercial operations fully aligned with current and applicable regulations. Kindly confirm.	Tender condition prevails
4	BWSSB - K&C Valley 60MLD - Bid Document			BOCW CESS	The bidders wants the confirmation on the following: 1. Hope, the Employer has received the Consent to Establish license, please confirm. 2. Hope, the Employer has received the Consent to Operate license, please confirm. 3. For O&M Works any from of BOWS CESS should not be deducted, please confirm.	Tender condition prevails
5	BWSSB - K&C Valley 60MLD - Bid Document	Pg 44 of 134	43. Securities	The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.	We kindly request the Client to clarify whether, as this is an O&M (Operation and Maintenance) tender, the Defect Liability Period is not applicable. Please confirm	Tender condition prevails
6	BWSSB - K&C Valley 60MLD - Bid Document	Pg 47 of 134	Protection of environment	The contractor shall ensure the plant operates within prescribed environmental norms, including: Effluent discharge limits as per NGT/KSPCB/CPCB. Odour control. Proper handling and disposal of sludge/grit.	We kindly request the Client to confirm the designated disposal location for sludge/grit, as well as the distance in kilometers. Additionally, if any tipping charges are applicable, please clarify that these will fall under the Client's scope. We would appreciate your confirmation on these points.Kindly confirm.	Contractor to consider dispose minimum 25km of disposal point from STP
7	BWSSB - K&C Valley 60MLD - Bid Document	Pg 110 of 134	e) Sludge Pump Hou	Disposal of sludge/grit at a designated area/location provided by BWSSB or as per the instructions of BWSSB.	We kindly request the Client to confirm the designated disposal location for sludge/grit, as well as the distance in kilometers. Additionally, if any tipping charges are applicable, please clarify that these will fall under the Client's scope. We would appreciate your confirmation on these points.Kindly confirm.	Contractor to consider dispose minimum 25km of disposal point from STP
8	BWSSB - K&C Valley 60MLD - Bid Document	Pg 110 of 134	iii) Minor and major repairs	The minor and major repair doesn't include the item of works, which exceeds more than Rs.5,00,000/- in each item of work. The cost is inclusive of material cost and labour cost. The rate analysis for carrying out the repairs costing more than Rs.5,00,000/- has to be prepared and submitted to the Owner for approval.	We request the Client to amend the clause as follows: 'Minor and major repairs shall not include any work item where the total cost exceeds Rs. 1,00,000/-, including both material and labour charges. For any repair works with an estimated cost above Rs. 1,00,000/-, a detailed rate analysis must be prepared and submitted to the Owner for approval. Kindly confirm	Tender condition prevails
9	BWSSB - K&C Valley 60MLD - Bid Document	Pg 73 of 134	Recoveries of money payable to BWSSB	Any money payable by the Operator to the Owner under the terms of this contract, including but not limited to penalties, damages, compensation, or other charges, may be recovered by the Owner through the methods outlined in this clause.The Owner may deduct the payable amount from any bills, invoices, or payments due to the Operator under this contract or any other contracts with the Owner.	Kindly clarify the process and timeline for raising and resolving disputes regarding deductions. Request that any deduction should be made only after the Contractor's written consent or due process.Kindly confirm	Tender condition prevails
10	BWSSB - K&C Valley 60MLD - Bid Document	Pg 73 of 134	Continued Recoveries of money payable to BWSSB	The Owner may recover the amount by encashing or appropriating the Performance Security submitted by the Operator. The Owner may issue a written demand for payment, requiring the Operator to pay the amount directly within a specified period. If the Operator fails to pay the amount due within the stipulated time, the Owner may initiate legal proceedings to recover the amount, including interest and associated legal costs.	Kindly confirm that sufficient notice and opportunity shall always be given to the Contractor for responding before any recovery or adjustment is effected.Kindly Confirm	Tender condition prevails

11	BWSSB - K&C Valley 60MLD - Bid Document	Pg 130 of 134	Effluent quality	Failure to achieve specified effluent quality at the chlorine contact tank outlet during operation shall attract Performance Damages as a percentage of monthly OM payments. Limits for parameters like BOD (10 mg/L), TSS (10 mg/L), Total Nitrogen (1 mg/L), Total Phosphorus (1 mg/L), Total Coliform (230 MPN/100ml) are defined.	Please clarify if effluent parameter excursions caused by factors beyond operator control (e.g., force majeure, influent variation out of scope) are exempt from damages.Kindly Confirm	Tender condition prevails
12	BWSSB - K&C Valley 60MLD - Bid Document	Pg 131 of 134	Power Consumption	Excess consumption of electrical energy for Operation and Maintenance of the constructed works for each STP and ISPS under the Contract. Damages payable by Contractor to Employer on a monthly basis shall be equal to the actual cost of the excess energy used for Operation and Maintenance of the works for each STP and ISPS under the contract, based on the guaranteed consumptions provided by the Contractor	Kindly confirm that, where energy use increases due to changes directed by the Owner or unforeseen external factors, no penalty shall be applicable and substantiating records will be considered.Kindly Confirm	Tender condition prevails
13	BWSSB - K&C Valley 60MLD - Bid Document	Pg 74,75 of 134	Operator Liability / Operator Responsibilities & Liabilities	The Operator shall be fully responsible for any accidents, damages, or liabilities arising during the operation and maintenance of the Sewage Treatment Plant (STP). This includes: • Injury or harm to personnel, workers, or third parties. • Damage to property, equipment, or surrounding infrastructure. • Environmental damage, including pollution or non-compliance with statutory norms.	Please confirm indemnification by Owner for risks not attributable to Operator's negligence, and that insurance policies maintained by Operator will be considered in mitigating liability.Kindly Confirm	Tender condition prevails
14	BWSSB - K&C Valley 60MLD - Bid Document	Pg 21 of 134	SECTION 3 : Qualification Information	The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.	We kindly request the Client to confirm whether the contractor is required to provide the Operation & Maintenance (O&M) methodology as part of the O&M tender. Kindly confirm.	Tender condition prevails
15	Section 6 : Contract Data	Pg 50 of 134	Section 6 : Contract data	The Defects Liability Period is 365 days.	Bidders requests the Employer to remove the defects liability clause as the scope of works are only O&M Works.	Tender condition prevails
16	BWSSB - K&C Valley 60MLD - Bid Document	Pg 37 of 134	Clause-24	Procedure for resolution of Disputes: 24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision. 24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding. 24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.	Bidders requests the Employer to other ADR methods prior to Arbitration.	Tender condition prevails
17	Section 6 : Contract Data	Pg 50 of 134	Section 6 : Contract data	The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be sufficient to get the balance of works completed by alternative agency	Kindly confirm the value of percentage	Tender condition prevails
18	SECTION 7: SPECIFICATIONS GENERAL STIPULATIONS AND CONDITIONS	Pg 72 of 134	Section 7	SUSPENSION OF PROGRESS	Kindly confirm , how the contractor will get compensated during the suspension period as per the instructions/wise of the Employer.	Tender condition prevails
19	SECTION 7: SPECIFICATIONS GENERAL STIPULATIONS AND CONDITIONS	Pg 74 of 134	Section 7	Interest on Outstanding Amounts Any amount payable by the Operator that remains unpaid beyond the due date shall attract interest at a rate of ___% per annum, calculated from the due date until the date of actual payment.	Kindly confirm the interest rate	Applicable at the time of implementation as per MCLR (RBI Guide Line)
20	GENERAL			Interest on Outstanding Amounts Any amount payable by the Employer to Contractor.	Kindly confirm the interest rate	Applicable at the time of implementation as per MCLR (RBI Guide Line)
21	SECTION 7: SPECIFICATIONS GENERAL STIPULATIONS AND CONDITIONS	Pg 75 of 134	Section 7	1 The operator has to liaison with KSPCB to obtain KSPCB CFO/CFE or renewal of CFO and should get mo	Kindly, confirm, the Employer will pay to Contractor for getting CFO from KSBCB.	Tender condition prevails
22	SECTION 7: SPECIFICATIONS GENERAL STIPULATIONS AND CONDITIONS	Pg 75 of 134	Section 7	The Operator shall submit the BESCOM electricity bill to the BWSSB Division Office on or before the 5th o	Kindly, confirm, the Employer will directly pay electricity charges to BESCOM for O&M related activities.	Confirmed
23	SECTION 7: SPECIFICATIONS GENERAL STIPULATIONS AND CONDITIONS	Pg 75 of 134	Section 7	8. Operational Cost Criteria :"The successful bidder shall ensure the treated effluent quality would be as prescribed at all times. All the parameters as specified have to be strictly adhered to other wise penalty will be imposed as per tender conditions" The plant shall have fulfilled the operating cost criteria if the operating costs determined during the "Tests alter Completion" are in agreement with or less than those detailed in the Contractor's Functional Guarantee. Penalty for not meeting the quality criteria shall be as specified elsewhere in the document. **"If, the Outlet quantity is less than the Design Capacity of UWTP, penalty shall be imposed at Rs. 5 (rupees five) per Kilo Liter."**	During the non-availability of required quantity of raw sewage as per the contract, then how the contractor will get compensated or paid for that period?	Tender condition prevails

24	SECTION 7: SPECIFICATIONS GENERAL STIPULATIONS AND CONDITIONS	Pg 98 of 134	Section 7	ii) Mandatory duties of the Operator : 5. On completion of the maintenance period, the treatment plant has to be handed over to the Board in good running condition. At the time of taking over by the Board all the equipment and accessories in the treatment plant will be inspected and if any defects are noticed, the same will have to be rectified to the original running condition only after which the unit will be taken over.	The bidder will be responsible for replacement of equipment damages caused by the bidder not for normal wear and tear/ageing factor. Kindly confirm.	Tender condition prevails
25	SECTION 7: SPECIFICATIONS GENERAL STIPULATIONS AND CONDITIONS	Pg 110 of 138	Section 7	iii) Minor and Major Repairs: The word Minor repair means all Electrical and Mechanical repairs, replacement of spares such as bearings, electrical spares carried out in the plant for the continuous operation of the plant round the clock without break down for not more than 1 Hour of any equipment. The word Major repair means all repair works carried out to Mechanical and Electrical equipments. The minor and major repair doesn't include the item of works, which exceeds more than Rs.5,00,000/- in each item of work. The cost is inclusive of material cost and labour cost. The rate analysis for carrying out the repairs costing more than Rs.5,00,000/- has to be prepared and submitted to the Owner for approval.	How minor and major repairs will get compensated to the operator?	Tender condition prevails
26	Tender document			Limitation of liability	Requesting to incorporate the below mentioned limiation of liability clause: "Notwithstanding anything contained herein, the total aggregriate liability of contractor to the Employer, whether arising out of contract, tort (including negligence), warranty, indemnity or otherwise shall not exceed the total contract price. Neither parties shall be responsible for indirect, consequential, special, punitive and exemplary losses and damages, including but not limited to loss of profit, loss of revenue, loss of goodwill, or loss of business, arising out of or in connection with this Contract"	Tender condition prevails
27	Tender document	Pg 44 of 134	Clause- 41	Liquidated damages	Please specify the percentage of Liquidated damages. It is not caputred in Contract Data.	Tender condition prevails
28	Tender document	Pg 44 of 134	Clause- 41	Liquidated damages	Requesting to incorporate the below mentioned limiation of liability clause: In the event of the Contractor's failure to perform the Operation and Maintenance Services in accordance with the performance standards, uptime requirements, or other service obligations stipulated under this Contract, the Employer shall be entitled to levy liquidated damages at the rate specified in the Contract Data or, if not specified, at the rate of 0.5% (zero point five percent) of the Total Contract Price per month of default or part thereof, subject to a maximum of 5% (five percent) of the Total Contract Price. Such liquidated damages shall be recoverable from any amounts due or becoming due to the Contractor under this Contract. The recovery of liquidated damages shall be without prejudice to the Employer's right to terminate the Contract or invoke any other remedy available under law or the terms of this Agreement.	Tender condition prevails
29	Tender document	Pg 50 of 134	Section 6	Defect Liability Period	We understand that this tender is for Work of Comprehensive Operation and Maintenance of 60 MLD Used Water Treatment Plant Based on ASP and BNR Technology with Power Generation at K&C Valley and 120 MLD Intermediate sewage pumping station (ISPS) at Agaram, and 18 MLD ISPS at Sarakki including 16.4 km Raw Sewage Pumping Main from Sarakki ISPS, Agaram ISPS to K&C Valley and Bellandur STP for 5 yearsTherefore, Defect Liabilty Period is not applicable. Requesting to modify.	Tender condition prevails
30	Tender document		Section 6	Penalty	Requesting to incorporate a maximum cap on penalty clause: If the Contractor fails to meet the performance standards, operational uptime, service levels, or any other obligations under this Contract, the Employer may levy a penalty at the rate specified in the Contract Data or, if not specified, at a reasonable rate determined by the Employer, provided that the total cumulative amount of all penalties and recoveries under this Clause shall not exceed two percent (2%) of the Total Contract Price during the entire Contract period.	Tender condition prevails
31	Tender document	Pg 45 of 134	GCC	Termination	Requesting to incorporate the below point no. 49.6 & 49.7 in termination clause: "49.6 The Contractor shall have the right to terminate this Contract for convenience by giving thirty (30) days' written notice to the Employer. 49.7 The Contractor shall have right to terminate the Contract, if any payment due to the Contractor under this Contract remains unpaid for a continuous period of ninety (90) days from the respective due date, despite written reminders. Upon such termination, the Contractor shall be entitled to payment for all Services performed up to the effective date of termination, reimbursement of reasonable demobilization costs, and release of the Performance Security after due adjustment of legitimate dues, if any"	Tender condition prevails

32	Tender document	Pg 48 of 134	Special Condition of Contract	Arbitration	Requesting to confirm that in case of any disputes between Contractor and Employer, it shall be referred to arbitration as per the procedure enshrined under Clause 24 of GCC and Clause 4 of SCC.	Tender condition prevails
33	Tender document	Pg 123 of 134	Characteristics of the Sewage - Treated Effluent Quality Characteristics	Parameters Units Max. Monthly Average Value (outlet of Chlorine Contact Tank) pH - 7 – 9 BOD5 mg/l <10 COD mg/l < 50 Total Suspended Solids (TSS) mg/l <10 Total Nitrogen (TN) mg N/l < 10 Alkalinity (min) mg CaCO3/l 70 Total Phosphorous (TP) mg/l <1 Residual Chlorine mg/l <1 Fecal Coliform MPN/100ml <230	The current K&C design specifies a Total Nitrogen limit of 10 mg/l as per the DBO Contract. The revised requirement of N/l < 10 mg (TN) is considerably stricter and cannot be met with the existing process setup. Please confirm if this is a typographical error & Amend accordingly. Penalties should not be imposed on the contractor for this discrepancy. Kindly clarify	Tender condition prevails
34	SECTION 5: CONDITIONS OF CONTRACT	Pg 43 of 134	Clause 40	Weighting and Adjustment Factors: The weightings (coefficients) for each of the factors of cost, shall be those listed in Appendix to Tender-	The Bidder requests the Employer to provide the mentioned Appendix.	Tender condition prevails
35	Tender document	Pg 90 of 134	HEALTH AND SAFETY	10. The Successful bidder has to keep one new 4 wheeler vehicle(Car or Jeep) with Driver always in good condition for emergency healthy and safety purpose of all worker's of UWTP and Employer field Engineer usage.	We request the Client to clarify. In previous contracts, provision of a vehicle was not specified. Please clarify why this requirement is now mandatory for the present contract.	Tender condition prevails
36	Tender document	Pg 48 of 134	Special Condition of Contract	Arbitration	Requesting to confirm that in case of any disputes between Contractor and Employer, it shall be referred to arbitration as per the procedure enshrined under Clause 24 of GCC and Clause 4 of SCC. We could not find the annexure stating the Organisation list.Requesting to share.	During finalisation of contract agreemnet
37	Bid Document	Pg 35 of 134	Insurance	13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data : (a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment; (b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and (c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.	Being the owner of this plant. We understand from tender the contractor can consdier the insurance for the workers i.e workmen compensation only. Kindly clarify and confirm.	Tender condition prevails
38	Conditions of Contract	Pg 44 of 134	41	Liquidated Damages	It is the Bidder's understanding that LD is not applicable for O&M Projects. Kindly confirm.	Tender condition prevails
39	Conditions of Contract	Pg 45 of 134	47.1	Final Account: The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.	It is the Bidder's understanding that the Defect Liability Certificate is not applicable for the O& M scope provided. Please conform. Also, the bidder requests to reduce the timeline of final payment from 60 days to within 30 days.	Tender condition prevails
40	COC	Pg 42 of 134	Clause-37	37. Payments 37.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The Contractor shall be liable to pay liquidated damages for shortfall in progress. For Progress beyond the agreed Programme, payment is subject to availability of the grants.	Bidder requests the Employer to release the payment within 30 days from the date of the submission of the RA bills. Interest for delayed payment @ 8% pa.	Tender condition prevails
41	Contract Data	Pg 52 of 134	Section-6	The Defects Liability Period is 365 days.	Bidders requests the Employer to remove the defects liability clause as the scope of works are only O&M Works.	Tender condition prevails
42	Contract Data	Pg 53 of 134	Section-6	1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC. The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be sufficient to get the balance of works completed by alternative agency. [50.1]	Kindly confirm the percentage value.	Tender condition prevails
43	SPECIFICATIONS GENERAL STIPULATIONS AND CONDITIONS	Pg 108 of 134	ii) Mandatory duties of the Operator	5. On completion of the maintenance period, the treatment plant has to be handed over to the Board in good running condition. At the time of taking over by the Board all the equipment and accessories in the treatment plant will be inspected and if any defects are noticed, the same will have to be rectified to the original running condition only after which the unit will be taken over.	The bidder will be responsible for replacement of equipment damages caused by the bidder not for normal wear and tear/ageing factor. Kindly confirm.	Tender condition prevails

44	SPECIFICATIONS GENERAL STIPULATIONS AND CONDITIONS	Pg 110 of 134	iii) Minor and Major Repairs:	iii) Minor and Major Repairs: The word Minor repair means all Electrical and Mechanical repairs, replacement of spares such as bearings, electrical spares carried out in the plant for the continuous operation of the plant round the clock without break down for not more than 1 Hour of any equipment. The word Major repair means all repair works carried out to Mechanical and Electrical equipments. The minor and major repair doesn't include the item of works, which exceeds more than Rs.5,00,000/- in each item of work. The cost is inclusive of material cost and labour cost. The rate analysis for carrying out the repairs costing more than Rs.5,00,000/- has to be prepared and submitted to the Owner for approval.	How minor and major repairs will get compensated to the operator?	Tender condition prevails
45	General			BOCW cess.	Hope, employer will not deduct BOCW cess from RA bills of O&M Works.	Tender condition prevails
46	General			Limitation of Penalties	Kindly confirm the limitation of penalty amount per month in the event of Non-Compliance of Parameters.	Tender condition prevails
47	General			Limitation of Liability	Kindly confirm the limitation of contractor's liability to the Employer.	Tender condition prevails
48	General			Non-Availablity of sewage as per the design.	During the non-availability of required quantity of raw sewage as per the contract, then how the contractor will get compensated or paid for that period?	Tender condition prevails
49	General			SUSPENSION OF PROGRESS	Kindly confirm , how the contractor will get compensated during the suspension period as per the instructions/wise of the Employer.	Tender condition prevails
50	General			Interest on Outstanding Amounts Any amount payable by the Employer to Contractor.	Kindly confirm the interest rate.	Applicable at the time of implementation as per MCLR (RBI Guide Line)
51	General			Change in Characteristics of Influent.	How the bidder will get compensated during the change in the characteristics of the influent. How the penalty will be considered?	Tender condition prevails
52	General			Change in law	Bidder request the employer to include change in law clause.	Tender condition prevails
53	Special Condition of Contract	Pg 48 of 134	4	In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)	If there is any disagreement between the parties in appointing arbitrators, then the arbitrators shall be appointed by the provisions stated in Arbitration and Conciliation Act, 1996 as amended from time to time. Please modify and confirm.	Tender condition prevails
54	Special Condition of Contract	Pg 48 of 134	4	In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)	we could not find the Annexure stating the Organizations list.	As agreed during time of Agreement
55	Special Condition of Contract	Pg 45 of 134	49.4	49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience by giving notice period of 20 days.	Request to modify Clause 49.4 in mutual benefit of both Contractor and Employer: Notwithstanding the above, the both parties may terminate the Contract for convenience by giving notice period of 20 days.	Tender condition prevails
56	Liquidated damages	Pg 49 of 134	Section 6 - Contract Data	Liquidated damages	We could not find the total cap on liquidated damages and penalty in the tender document: Request you to incorporate the below: "In the event of failure to meet the agreed performance parameters solely due to reasons attributable to the Contractor, the Employer may levy liquidated damages or penalty cumulatively at the rate of 0.5% of the applicable monthly O&M charges for the affected month for each week or part thereof of such failure; however, the total liquidated damages or penalty shall be capped at 5% of the annual O&M contract value, and the aggregate of all liquidated damages and penalties, if any, shall not exceed 5% of the annual O&M contract value, which shall be the sole and exclusive remedy of the Employer, with no entitlement to claim any further damages or compensation; no liquidated damages or penalty shall be imposed without prior written notice, a cure period of 15 days, and an opportunity to be heard, and none shall be levied where the delay or non-performance arises due to force majeure events. Neither parties shall be liable to the other for any indirect, consequential, special, exemplatory and punitve loss or damages including loss of profit, loss of business, loss of opportunities and loss of revenue.	Tender condition prevails
57	Interest on outstanding amount	Pg 74 of 134		Interest on Outstanding Amounts: Any amount payable by the Operator that remains unpaid beyond the due date shall attract interest at a rate of ___% per annum, calculated from the due date until the date of actual payment.	Requesting to delete this interest clause: Reason: Contractor/operator are not lending institution pay unpaid dues with interest.	Applicable at the time of implementation as per MCLR (RBI Guide Line)

58		Pg 111 of 134	3.4. Training and Documentation	e) Disc Filter Unit & CCT Operation I. Operation of Disc Filter system II. Cleaning of Disc Filter and CCT tank III. Maintenance of all electrical and mechanical equipment f) Ultrafiltration and UV disinfection Unit I. Operation of Ultrafiltration and UV disinfection Unit II. Cleaning of Ultrafiltration and UV disinfection Unit III. Maintenance of all electrical and mechanical equipment	We wish to highlight that the existing treatment scheme doesn't have the Disc Filter, Ultrafiltration, and UV disinfection units in the original design,so we understand that the Client will provide spares, chemicals, and manpower required for the operation of these units or their costs to be reimbursed to the contractor.Kindly Clarify.	Tender condition prevails
59		Pg 47 of 134	Protection of Environment:	The contractor shall ensure the plant operates within prescribed environmental norms, including: o Effluent discharge limits as per NGT/KSPCB/CPCB. o **Odour control.** o Proper handling and disposal of sludge/grit.	We wish to highlight that there is no treatment scheme available for odour control. In case odour control treatment system is to be added during this O & M tenure. The capex and opex of Odour control unit should be reimbursed by the client. Kindly clarify & confirm	Tender condition prevails
60	Performance and work Qualification pag.no.5			i) As a Prime Contractor, the tenderer should have satisfactorily completed at least one similar work of Operation and Maintenance of Sewage Treatment Plant based on Activated Sludge Process and Biological Nutrient Removal of value not less than Rs. 1827.91 lakh ii) The tenderer should have executed in any one-year Operation & maintenance of 48 MLD capacity Sewage Treatment Plant (STP) based on Activated Sludge iii) Process with A20 Technology iii) The tenderer should have executed operation and maintenance of 48 MLD capacity STP based on Activated Sludge Process with A20 Technology in the last five financial years meeting following effluent parameters as per Hon'ble iv) National Green Tribunal norms for minimum one year. PH-instantaneous range=7-9, BODs at 20°C= 10 mg/L. COD 50mg/L. TSS= 10mg/L. Total Nitrogen 10mg/L, Total Phosphorous=1 mg/L.. Fecal Coliform =230 MPN/100mL iv) As a Prime Contractor should have O&M Experience of 48 MLD STP based on Activated Sludge Process with A20 Technology with Power generation. v) As a Prime Contractor should have O&M Experience of 48 MLD STP based on Activated Sludge Process with A20 Technology Tertiary Treatment Unit/Additional Treatment Unit i.e.. Disc Filtration / Ultra Filtration/ Membrane Bio Reactor of minimum One year. vi) Each tender should further demonstrate: Assessed available tender capacity (A*N*1.5 B) > Rs.3655.82 Lakh (Amount put to tender including GST@18%) vii) The tenderer should demonstrate Liquid assets and/or availability of credit facilities of not less than Rs.182.79lakh (Credit lines/letter of credit/certificates from Nationalised/schedule banks in india for meeting the fund requirement etc.,	i) To consider relaxation on any technology-based experience. ii) To consider on executed in any one-year O&M 48 MLD or more capacity sewerage Treatment plant (STP) based on any technology iii) BWSSB may consider O&M experience in any advanced thertiary or polishing treatment systems such as Disc, Filters, UF, MBR or equivalent technologies achieving stipulated. iv) Kindly confirm that assessed tender capacity may include ongoing and completed O&M works of similar nature within the stipulated assessment period	Tender condition prevails
61	Earnest money deposit	page no.14		Earnest Money Deposit shall be paid through the Karnataka Public Procurement Portal only using any of the following four modes. 1. Credit Payment) Card (Online ii. Direct Debit Using Internet Banking (Online Payment) iii. Remittance at the Bank Counter Challan (Offline Payment) iv. NEFT (Offline payment).	BWSSB may consider relaxation in EMD requirements and acceptance of Performance/Security Bonds /Bank Guarantees in lieu of conventional bank guarantees. where permissible.	Tender condition prevails
62	Specail condition			Tenders from Joint ventures are not acceptable	BWSSB may kindly consider permitting participation of Joint Ventures or Consortiums, with clearly defined scope of work, roles, responsibilities, and joint and several liabilities among the members.	Tender condition prevails
				18.2 The Contractor shall be responsible for the design of Temporary Works	Kindly clarify that responsibility for design of temporary works shall remain with the original EPC contractor or owner-appointed agencies, and not with the O&M contractor.	Tender condition prevails
				35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor. 35.2 For quantities more than 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.	Kindly confirm that payment for variations shall be governed strictly as per Clause 35.1 and 35.2 of the RFP.	Tender condition prevails
63	General conditions of Contract 37. Payments			Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill	Kindly confirm that certified monthly bills shall be paid within 60 days from the date of submission.	Tender condition prevails
64	40. Price Adjustment:			Adjustments for Changes in Cost during Maintenance Period Operation and maintenance period	Kindly confirm the applicability of price adjustment provisions for key cost components such as manpower. power tariffs, chemicals, consumables, and other operational Inputs during the entire 5-year Operation and Maintenance perlod. accordance with the provisions of the RFP	Tender condition prevails
65	Section 7 ; Specifications 5.8 monthly Reports	Pg No.60		i) Medical checkup reports of staff, skilled labor and unskilled labor	BWSSB may consider submission of medical fitness and health checkup reports on an annual basis instead of monthly.	Tender condition prevails

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